

# **EXHIBIT 1**

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION**

**IN RE: AUTOMOTIVE PARTS  
ANTITRUST LITIGATION**

Master File No. 12-md-02311  
Honorable Marianne O. Battani

|  |               |
|--|---------------|
| In Re: Wire Harness                      | 2:12-cv-00103 |
| In Re: Instrument Panel Clusters         | 2:12-cv-00203 |
| In Re: Fuel Senders                      | 2:12-cv-00303 |
| In Re: Heater Control Panels             | 2:12-cv-00403 |
| In Re: Bearings                          | 2:12-cv-00503 |
| In Re: Alternators                       | 2:13-cv-00703 |
| In Re: Anti-Vibrational Rubber Parts     | 2:13-cv-00803 |
| In Re: Windshield Wiper Systems          | 2:13-cv-00903 |
| In Re: Radiators                         | 2:13-cv-01003 |
| In Re: Starters                          | 2:13-cv-01103 |
| In Re: Ignition Coils                    | 2:13-cv-01403 |
| In Re: Motor Generator                   | 2:13-cv-01503 |
| In Re: HID Ballasts                      | 2:13-cv-01703 |
| In Re: Inverters                         | 2:13-cv-01803 |
| In Re: Elec. Powered Steering Assemblies | 2:13-cv-01903 |
| In Re: Fan Motors                        | 2:13-cv-02103 |
| In Re: Fuel Injection Systems            | 2:13-cv-02203 |
| In Re: Power Window Motors               | 2:13-cv-02303 |
| In Re: Auto. Transmission Fluid Warmers  | 2:13-cv-02403 |
| In Re: Valve Timing Control Devices      | 2:13-cv-02503 |
| In Re: Electronic Throttle Bodies        | 2:13-cv-02603 |
| In Re: Air Conditioning Systems          | 2:13-cv-02703 |
| In Re: Windshield Washer Systems         | 2:13-cv-02803 |
| In Re: Spark Plugs                       | 2:15-cv-03003 |
| In Re: Automotive Hoses                  | 2:15-cv-03203 |
| In Re: Ceramic Substrates                | 2:16-cv-03803 |
| In Re: Power Window Switches             | 2:16-cv-03903 |

**THIS DOCUMENT RELATES TO:  
End Payor**

**DECLARATION OF MARK WESTON RAY IN SUPPORT OF  
OBJECTION**

Comes now MARK WESTON RAY and states the following under oath and under penalty of perjury in support of his objection:

“My name is Mark Weston Ray. I am over the age of eighteen (18) years. I have never been convicted of a felony. I am qualified and competent to make this affidavit. The facts stated herein are within my personal knowledge.”

“My current address is 8010 Slough Road, Corpus Christi, Texas 78414. My current phone number is (361) 813-6949.”

“On July 30, 2004, I purchased a new 2004 Ford F-350 in the United States. The vehicle was not purchased for resale.”

“On March 8, 2017, I confirmed at the following website that the 2004 Ford F-350 that I purchased is an eligible vehicle included in the settlements in the *In re Automotive Parts Litigation*: <http://www.autopartsclass.com/>. The settlement website indicated my vehicle is included in the *In re: Fuel Injection Systems* case.”

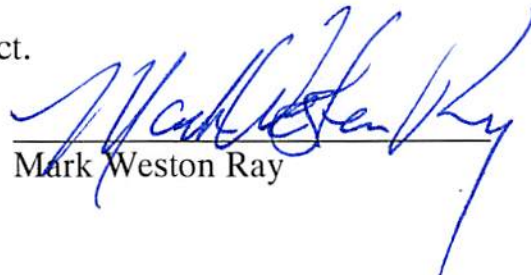
“I reviewed the class notice that breaks down the Auto Parts Round 2 Settlements by case and settling defendant. It indicates the *In re: Fuel Injection Systems* case was settled in the DENSO Settlement Agreement and the Mitsubishi Electric (MELCO) Settlement Agreement. I am objecting to the DENSO Settlement Agreement and/or the Mitsubishi Electric (MELCO) Settlement Agreement, involving the fuel injection system.”

“Based on the foregoing, I am a person who, from January 1, 1998 through July 14, 2016, purchased or leased a new Vehicle in the United States not for resale that included one or more Fuel Injection Systems as a component part, which were manufactured by or sold by a Defendant, any current or former subsidiary of a Defendant, or any co-conspirator of a Defendant.”

“On March 8, 2017, I filed a claim on the settlement website (claim number 84112E5D9F), a true and correct copy of which is attached hereto as Exhibit “A.” As part of the claim, I uploaded documents to the settlement website reflecting my purchase of the Ford 2004 Ford F-350, true and correct copies of which are attached hereto as Exhibit “B.” These documents identify the date of purchase as July 30, 2004, the make and model year of the vehicle as a 2004 Ford F-350, and Texas as the state where I purchased the new vehicle.”

Dated this the 15<sup>th</sup> day of March, 2017.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

  
Mark Weston Ray

# EXHIBIT A

# In Re: Automotive Parts Antitrust Litigation Website www.AutoPartsClass.com

## THANK YOU AND PRINT

Thank you for submitting your Auto Parts Class Claim Form. The details of your submission are below.

**PLEASE PRINT** and save a copy of this page for your records. All information will be kept private. It will not be disclosed to anyone other than the Court, the Settlement Administrator, and the Parties in this case, and will be used only for purposes of administering these Settlements. Updates to your contact information can be made by writing to the Settlement Administrator at the address below. You may submit any documentation supporting your claim to the address below. When submitting documentation by mail, you must reference your claim number. For further information, please bookmark this website or write to:

Auto Parts Settlements  
c/o GCG  
P.O. Box 10163  
Dublin, OH 43017-3163

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## CLAIMANT CONTACT INFORMATION

Claim Number : 84112E5D9F  
Claimant Name : Mark W Ray  
Mailing Address : 8010 SLOUGH RD.  
CORPUS CHRISTI  
TX  
78414  
Phone Number : (361) 813-6949  
Email : mray@bordenins.com

## PURCHASE/LEASE CLAIMS SECTION

Are you making a claim for the purchase or  
lease of a new vehicle? Yes

For how many vehicles are you making a claim? 1

**Vehicle(s) Claimed:**

| Vehicle Year | Vehicle Make | Vehicle Model | VIN (Vehicle Identification Number) | State of Residence or Principal Place of Business at Time of Purchase | Date of Purchase or Lease | Purchase or Lease? |
|--------------|--------------|---------------|-------------------------------------|---|---------------------------|--------------------|
| 2004         | FORD         | F-350         | 1ftsw31s24ec10729                   | TX  | 7/30/2004                 | Purchase           |

**REPLACEMENT PART CLAIMS SECTION**

Are you making a claim for the purchase of an eligible vehicle replacement part? No

For how many replacement parts are you making a claim? 0

**Replacement Part(s) Claimed:**

**UPLOADED DOCUMENTS**

| File Name                | Date Uploaded       |
|--------------------------|---------------------|
| ford title reg.pdf       | 3/8/2017 5:21:44 PM |
| 2004 Ford - VIN 0729.pdf | 3/8/2017 5:22:21 PM |

# **EXHIBIT B**



TITLE APPLICATION RECEIPT

COUNTY: CALHOUN  
STICKER NO: 2099029WF  
PLATE NO: 83VVZ1  
DOCUMENT NO: 02920038209090528

TAC NAME: GLORIA OCHOA  
DATE: 08/12/2004  
TIME: 09:05AM  
EMPLOYEE ID: 029PJAC

EFFECTIVE DATE: 08/12/2004  
EXPIRATION DATE: 7/2005  
TRANSACTION ID: 02920038209090528

OWNER NAME AND ADDRESS  
MARK W RAY  
630 BRADSHAW  
CORPUS CHRISTI, TX 78412

REGISTRATION CLASS: TRUCK-LESS/EQL. 1 TON  
PLATE TYPE: TRUCK PLT  
STICKER TYPE: WS

VEHICLE IDENTIFICATION NO: 1FTSW31S24EC10729  
YR/MAKE: 2004/FORD MODEL: 150 BODY STYLE: PK  
EMPTY WT: 6300 CARRYING CAPACITY: 2000  
BODY VEHICLE IDENTIFICATION NO:  
PREV OWNER NAME: PORT LAVACA FORD

VEHICLE CLASSIFICATION: TRK<=1  
UNIT NO:  
GROSS WT: 8300 TONNAGE: 1.00 TRAILER TYPE:  
TRAVEL TRLR LNG/WDTH: 0  
PREV CITY/STATE: PORT LAVACA, TX

INVENTORY ITEM(S) YR  
WINDSHIELD STICKER 2005  
TRUCK PLT

VEHICLE RECORD NOTATIONS  
RELEASE OF PERSONAL INFO RESTRICTED  
ACTUAL MILEAGE

|                             |          |          |
|-----------------------------|----------|----------|
| FEE                         | ASSESSED |          |
| TITLE APPLICATION FEE       | \$       | 13.00    |
| TERP FEE                    | \$       | 15.00    |
| SALES TAX FEE               | \$       | 1,530.39 |
| WINDSHIELD STICKER          | \$       | 75.22    |
| REG FEE-DPS                 | \$       | 1.00     |
| REFLECTORIZATION FEE        | \$       | 0.30     |
| CNTY ROAD BRIDGE ADD-ON FEE | \$       | 8.00     |
| TOTAL                       | \$       | 1,642.91 |

METHOD OF PAYMENT AND PAYMENT AMOUNT:  
CHECK # \$ 1,642.91

TOTAL AMOUNT PAID \$ 1,642.91

ODOMETER READING: 20 BRAND: A  
OWNERSHIP EVIDENCE: MANUFACTURER'S CERT. OF ORIGIN  
1ST LIEN DATE: 07/30/2004  
FORD MOTOR CREDIT COMPANY  
PO BOX 105704  
ATLANTA, GA 30348-5704

SALES TAX CATEGORY: SALES/USE

|                                      |              |
|--------------------------------------|--------------|
| Sales Tax Date: 07/30/2004           |              |
| Sales Price (Less \$1,500.00 rebate) | \$ 37,486.17 |
| Less Trade In Allowance              | \$ 13,000.00 |
| Taxable Amount                       | \$ 24,486.17 |
| Sales Tax Paid                       | \$ 1,530.39  |
| Less Other State Tax Paid            | \$ 0.00      |
| Tax Penalty                          | \$ 0.00      |
| TOTAL TAX PAID                       | \$ 1,530.39  |

Batch No: 2003820901 Batch Count: 4

CERTIFICATE OF TITLE WILL BE MAILED TO 1st LIENHOLDER  
THIS RECEIPT TO BE CARRIED IN ALL COMMERCIAL VEHICLES.

THIS RECEIPT IS YOUR PROOF OF APPLICATION FOR CERTIFICATE OF TITLE AND REGISTRATION.

## APPLICATIONS

☐ **REPLACEMENT LICENSE RECEIPT**

I, the undersigned, state that my original license plate(s) and/or sticker(s) have been lost, stolen, or mutilated and that any current plate(s) and/or sticker(s) remaining in my possession which are being replaced have been returned to the County Tax Assessor-Collector. I further state that the replacement plate(s) and/or sticker(s) will not be used on any vehicle other than the vehicle described on the face of this receipt and that the plate(s) and/or sticker(s) being replaced, if recovered, will not be used on any vehicle.

**NOTICE OF FEDERAL MOTOR CARRIER SAFETY REGULATIONS AND HAZARDOUS MATERIALS REGULATIONS FOR OWNERS OF THE FOLLOWING LISTED VEHICLES:**

VEHICLES WEIGHING IN EXCESS OF 10,000 LBS.

FARM VEHICLES WEIGHING IN EXCESS OF 10,000 LBS.

VEHICLES TRANSPORTING 15 OR MORE PASSENGERS.

VEHICLES TRANSPORTING HAZARDOUS MATERIAL REQUIRING A PLACARD.

"Payment of required registration fees is a declaration of knowledge that Texas has adopted and enforces the Federal Motor Carrier Safety Regulations and Hazardous Materials Regulations, and it is the obligation of the registrant to be familiar with applicable requirements."

**WARNING:**  
**THE TRANSPORTATION CODE, SECTION 502.410, A person commits an offense if the person violates a provision of this chapter and no other penalty is prescribed for the violation.**

X \_\_\_\_\_  
(Signature of Owner or Agent)

☐ **72 / 144 - HOUR PERMITS**

This permit is issued to commercial vehicles owned by residents of the United States, Mexico, or Canada subject to registration by the State of Texas and which are not authorized to travel on the public roads of the State for lack of registration or for lack of reciprocity with a state of the United States, a state of the United Mexican States, or a province of Canada in which such a vehicle is registered. The applicant, by signing this form in the space provided, hereby certifies the applicant is:

1. the owner or authorized agent of the owner of the vehicle described on the face of this receipt, and
2. a resident of the United States, Mexico, or Canada.

**CURRENT PROOF OF LIABILITY INSURANCE REQUIRED.**

☐ **ONE-TRIP PERMIT**

This temporary registration is valid for the transit of the vehicle only and shall not be used for the transportation of any passenger or property for compensation or otherwise unless the vehicle is a bus operating under charter which is not covered by a reciprocity agreement with the State or Country in which it is registered. The applicant, by signing this form in the space provided, hereby certifies that the vehicle described on the face of this receipt will not be operated in violation of the Transportation Code, Section 502.354, and that the vehicle will not be carrying a load, fixed or otherwise.

**CURRENT PROOF OF LIABILITY INSURANCE REQUIRED.**

☐ **30-DAY TEMPORARY REGISTRATION**

The 30-Day Temporary Registration is valid for use on passenger vehicles, motorcycles, private buses, trailers and semitrailers with a gross weight not exceeding 10,000 lbs., and light commercial vehicles not exceeding a manufacturer's rating of one ton. A light commercial vehicle exceeding one ton, utilizing this permit must be operated unladen. The applicant, by signing this form in the space provided, hereby certifies that the vehicle described herein is unregistered and will not be operated in violation of the provisions of the Transportation Code, Section 502.354. The applicant also certifies that this vehicle is not a junked, salvage, or nonrepairable vehicle.

**CURRENT PROOF OF LIABILITY INSURANCE REQUIRED.**

**NOTE:** The applicant, by signing this form in the space provided, hereby certifies the applicant is not purchasing this permit as a result of being apprehended for violating the registration laws of this state.

**BALLOON CONTRACT PROVISIONS**

☐ Your last installment payment under this contract is a balloon payment.

**EXCESS WEAR, USE AND MILEAGE CHARGES**

If the box directly above is checked, this section, Paragraph B, and Paragraph C of this contract apply. You may be charged for excessive wear based upon our standards for normal use. If you exercise the option to sell the vehicle back to Creditor under Paragraph B, you must pay the Creditor \$0/A per mile for each mile in excess of A/A miles shown on the odometer.

**EXTRA MILEAGE OPTION CREDIT**

If this contract contains a balloon payment (as indicated above), and you have exercised your Option to sell the vehicle to the Creditor under Paragraph B, this paragraph applies to your contract. At the scheduled end of this contract, You will receive a credit of \$0/A per unused mile for the number of unused miles between A/A and A/A miles, less any amounts You owe under this contract. You will not receive any credit if the vehicle is destroyed, this contract ends early, or you are in default. You will not receive any credit if the credit is less than \$1.00.

Any change to this contract must be in writing. Both you and we must sign it. No oral changes to this contract are enforceable.

Buyer  
Signs

Co-Buyer  
Signs

**YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.**

The Annual Percentage Rate may be negotiated with the Seller. The Seller may assign this contract and may retain its right to receive a portion of the Finance Charge.

**CONSUMER WARNING**

Notice to the buyer - Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to a copy of the contract you sign. Under the law, you have the right to pay off in advance all that you owe and under certain conditions may save a portion of the finance charge. You will keep this contract to protect your legal rights.

**BUYER'S ACKNOWLEDGEMENT OF CONTRACT RECEIPT**

**YOU AGREE TO THE TERMS OF THIS CONTRACT AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF IT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT.**

Buyer Signs

Date

(Co) Buyer Signs

Date

PORT LAVACA FORD

Seller Signs

By

Title

07/30/2004

Date

THIS CONTRACT IS NOT VALID UNTIL YOU AND CREDITOR SIGN IT.

**GUARANTY**

Guarantor hereby guarantees the collection of the above described amount upon failure of the Seller named herein to collect said amount from the Buyer named herein.

Guarantor

Address

Guarantor

Address

Seller may transfer this contract to another person. That person will then have all Seller's rights, privileges, and remedies. By signing below, the Seller assigns this contract to H C C ("Assignee").

**CONSUMER CREDIT COMMISSIONER NOTICE.** To contact Assignee about this account, call

visit their website at [WWW.FORDCREDIT.COM](http://WWW.FORDCREDIT.COM)

IRVING, TX 75015

, or write to them at P.O. BOX 152271  
This contract is subject in whole or in part to Texas law which is enforced by the Consumer Credit Commissioner, 2601 N. Lamar Blvd., Austin, Texas 78705-4207; (800) 538-1579; (512) 936-7600, and can be contacted relative to any inquires or complaints.

Seller PORT LAVACA FORD

By

Title



**E. WAIVER OF NOTICE OF INTENT TO ACCELERATE AND NOTICE OF ACCELERATION:** You give up (waive) your common law rights to receive notice of intent to accelerate and notice of acceleration. This means that you give up the right to receive notice that we intend to demand that you pay all that you owe on this contract at once (accelerate), and notice that we have accelerated.

**G. Applicable Law:** You agree that this contract will be governed by the laws of the state of Texas.

**R. General:** This contract contains the entire agreement between Creditor and you relating to the sale and financing of the motor vehicle. If any part of this contract is not valid, all other parts stay valid. If Creditor doesn't enforce Creditor's rights every time, Creditor can still enforce them later. Creditor will exercise all of Creditor's rights in a lawful way.

If your last installment payment under this contract is a balloon payment and you sell the Motor Vehicle back to the Creditor under Paragraph B, the Assignee has assigned to "Intermediary" as defined in the Agreement to Terms of Assignment, its rights (but not its obligations) with respect to the purchase of this vehicle and the sale of this vehicle at contract termination.

#### FTC NOTICES

**NOTICE - ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

**Used Motor Vehicle Buyers Guide.** If you are buying a used vehicle with this contract, federal regulations may require a special Buyers Guide to be displayed on the window of the vehicle. **THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.**

#### ARBITRATION PROVISION

Arbitration is a method of resolving any claim, dispute, or controversy (collectively, a "Claim") without filing a lawsuit in court. Either you or Creditor ("us" or "we") (each, a "Party") may choose at any time, including after a lawsuit is filed, to have any Claim related to this contract decided by arbitration. Such Claims include but are not limited to the following: 1) Claims in contract, tort, regulatory or otherwise; 2) Claims regarding the interpretation, scope, or validity of this clause, or arbitrability of any issue; 3) Claims between you and us, our employees, agents, successors, assigns, subsidiaries, or affiliates; 4) Claims arising out of or relating to your application for credit, this contract, or any resulting transaction or relationship, including that with the dealer, or any such relationship with third parties who do not sign this contract.

#### RIGHTS YOU AND WE AGREE TO GIVE UP

If either you or we choose to arbitrate a Claim, then you and we agree to waive the following rights:

- RIGHT TO A TRIAL, WHETHER BY A JUDGE OR JURY
- RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN ANY CLASS CLAIM YOU MAY HAVE AGAINST US WHETHER IN COURT OR IN ARBITRATION
- BROAD RIGHTS TO DISCOVERY AS ARE AVAILABLE IN A LAWSUIT
- RIGHT TO APPEAL THE DECISION OF AN ARBITRATOR
- OTHER RIGHTS THAT ARE AVAILABLE IN A LAWSUIT

**Rights You And We Do Not Give Up:** If a Claim is arbitrated, you and we will continue to have the following rights, without waiving this arbitration provision as to any Claim: 1) Right to file bankruptcy in court; 2) Right to enforce the security interest in the vehicle, whether by repossession or through a court of law; 3) Right to take legal action to enforce the arbitrator's decision; and 4) Right to request that a court of law review whether the arbitrator exceeded its authority.

Either Party must contact any association below and the other Party to start arbitration. The applicable rules (the "Rules") may be obtained from the association.

- American Arbitration Association ("AAA"), at 1-800-778-7879, or [www.adr.org](http://www.adr.org);
- J.A.M.S./Endispute, at 1-800-448-1660, or [www.jamsadr.com](http://www.jamsadr.com);
- National Arbitration Forum, at 1-800-474-2371, or [www.arb-forum.com](http://www.arb-forum.com).

If there is a conflict between the Rules and this contract, this contract shall govern. This contract is subject to the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and the Federal Rules of Evidence. The arbitration decision shall be in writing with a supporting opinion. We will pay your total reasonable arbitration fees and expenses (not including attorney fees, except where applicable law otherwise provides) in excess of \$125. We will pay the whole filing fee if we demand arbitration first. Any portion of this arbitration clause that is unenforceable shall be severed, and the remaining provisions shall be enforced.